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August 10, 2005

Federal Communications Commission
Office of the Secretary
445 12th Street, S.W.
Washington, D.C. 20554

**Re: Subscription Notification and Acknowledgement Status
and Compliance Report
WC Docket No. 05-196**

Ladies and Gentlemen:

This filing constitutes the Subscription Notification and Acknowledgement Status and Compliance Report of Advantage Voice LLC, which is being submitted to the Federal Communications Commission ("FCC") as required by the FCC's July 26, 2005, Public Notice, Enforcement Bureau Provides Guidance to Interconnected Voice Over Internet Protocol Service Providers Concerning the July 29, 2005 Subscriber Notification Deadlines (the "July 2005 Public Notice").

Advantage Voice LLC ("Advantage Voice") is a VoIP service provider located at 1612 Westgate Circle, Suite 222, Brentwood, Tennessee 37027. Advantage Voice began offering services during the March/April timeframe of 2005.

In accordance with the July 2005 Public Notice, Advantage Voice submits the information below, along with the attachments hereto. If any additional information is required or needed, we will be pleased to respond accordingly.

I.

Information Requested: A detailed description of all actions the provider has taken to specifically advise every subscriber, prominently and in plain language, of the circumstances under which E911 service may not be available through the interconnected VoIP service and/or may be in some way limited by comparison to traditional E911 service. This information should include, but not be limited to, relevant dates and methods of contact with subscribers (i.e., e-mail, U.S. mail).

Response: At the time that it began soliciting customers earlier this year, Advantage Voice utilized various brochures and other informational documentation during sales efforts. Most, if not all, of said informational and marketing material declared the then existing circumstances under which E911 service may not have been available through Advantage Voice's VoIP service and/or may have been in some way limited by comparison to traditional E911 service.

Advantage Voice's terms and conditions have been available to its customers since it began offering services earlier this year. Advantage Voice's terms and conditions, attached hereto as **Exhibit A**, prominently and plainly inform its customers and potential customers that Advantage Voice does not currently offer 911/E911 services. These terms and conditions are easily accessible on Advantage Voice's website (advantagevoice.net). Though the terms and conditions have been modified since they were originally posted earlier this year, the terms and conditions have at all times during which Advantage Voice has offered services advised customers and potential customers with respect to 911/E911.

In an abundance of caution, copies of Advantage Voice's terms and conditions were provided to each of Advantage Voice's current subscribers on or about August 10, 2005. The method of delivery was based upon the location of the customer. The following methods of delivery were employed on or about August 10, 2005: (1) hand delivery; or (2) U.S. Mail.

II.

Information Requested: A quantification of how many of the provider's subscribers, on a percentage basis, have submitted an affirmative acknowledgement, as of the date of the report, and an estimation of the percentage of subscribers from whom they do not expect to receive an acknowledgement by August 29, 2005.

Response: On or about August 10, 2005, Advantage Voice submitted the subscriber notification and acknowledgement letter, a copy of which is attached hereto as **Exhibit B**, to each of its current customers. The subscriber notification and acknowledgement letter was delivered on or about August 10, 2005, via one (1) of the following methods: (1) U.S. Mail; or (2) hand delivery.

Advantage Voice currently serves approximately twenty (20) customers. At the time of this filing, six (6) Advantage Voice customers have returned the affirmative acknowledgement letter to Advantage Voice, representing approximately 30% of its customers. Given the relatively small size of its current customer base, Advantage Voice expects that 100% of its subscribers will return the affirmative acknowledgement letters to Advantage Voice prior to August 29, 2005.

III.

Information Requested: A detailed description of whether and how the provider has distributed to all subscribers warning stickers or other appropriate labels warning subscribers if E911 service

may be limited or not available and instructing the subscriber to place them on and/or near the customer premises equipment used in connection with the interconnected VoIP service. This information should include, but not be limited to, relevant dates and methods of contact with subscribers (i.e., e-mail, U.S. mail).

Response: On or about August 10, 2005, Advantage Voice distributed warning stickers, in substantially the form shown in **Exhibit C** attached hereto, to each of its customers by either hand delivery or U.S. Mail. Instructions to place the stickers on and/or near the customer premises equipment used in connection with the VoIP service were provided, along with the stickers, to all Advantage Voice customers. A copy of said instructions is attached hereto as **Exhibit D**.

IV.

Information Requested: A quantification of how many subscribers, on a percentage basis, to whom the provider did not send the advisory described in Section I above, and/or to whom the provider did not send warning stickers or other appropriate label as identified in Section III above.

Response: Advantage Voice sent the advisory and the warning stickers to all of its current subscribers.

V.

Information Requested: A detailed description of any and all actions the provider plans on taking towards any of its subscribers that do not affirmatively acknowledge having received and understood the advisory, including, but not limited to, disconnecting the subscriber's VoIP service with the Company no later than August 30, 2005.

Response: With the exception of one (1) out-of-state customer, Advantage Voice's current subscribers are all located in the Middle Tennessee area. Advantage Voice has formulated a plan to increase the likelihood that 100% of its subscribers will return the affirmative acknowledgements to Advantage Voice prior to August 29, 2005.

Specifically, with respect to its Middle Tennessee customers, a member of the Advantage Voice team will call each such customer either until the acknowledgement is returned or until August 29, 2005. If an acknowledgement is not returned by August 18, 2005, a member of the Advantage Voice team will make a personal visit to the customer to discuss, and hopefully retrieve, the acknowledgement. Given the relatively small size of Advantage Voice's current customer base, this plan should prove very effective.

As concerning the one (1) out-of-state business customer, Advantage Voice will use all means necessary, U.S. Mail, facsimile, e-mail and telephonic communications in an effort to have the customer complete and return the acknowledgement on or before August 29, 2005.

After employing reasonable efforts to obtain an affirmative acknowledgement, any customer that does not return the same on or before August 29, 2005, will have its service, consistent with FCC directives, disconnected on August 30, 2005. Advantage Voice's subscriber notification and acknowledgement letter advises its customers that Advantage Voice is required by the FCC to terminate the service of any customer that has not executed and returned said letter to Advantage Voice on or before August 29, 2005.

VI.

Information Requested: A detailed description of how the provider is currently maintaining any acknowledgements received from its subscribers.

Response: All acknowledgements received from subscribers will be systematically maintained in Advantage Voice's offices in a manner to ensure the following: (1) long-term records; (2) verifiable records; (3) easily accessible records; and (4) updated and current records.

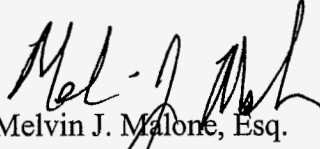
VII.

Information Requested: The name, title, address, phone number and e-mail address of the person(s) responsible for the Company's compliance efforts with the *VoIP E911 Order*.

Response: The name, title, address, phone number and e-mail address of the person responsible for Advantage Voice's compliance efforts with the FCC's *VoIP E911 Order* is set forth directly below:

Wes Lamoureux, Chairman
Advantage Voice LLC
1612 Westgate Circle, Suite 222
Brentwood, Tennessee 37027
(615) 324-5242
(615) 324-5243 Facsimile
wes@lamoureuxproperties.com
info@advantagevoice.net

Respectfully submitted,


Melvin J. Malone, Esq.
BPR #013874
Miller & Martin PLLC

ADVANTAGE VOICE LLC

GENERAL TERMS AND CONDITIONS

TERMS AND CONDITIONS OF SERVICE FOR CUSTOMERS/END USERS

This agreement ("Agreement") is between Advantage Voice LLC ("Advantage Voice" or "Provider") and any Customer/End User of Provider's Services, Products, and Equipment (collectively "Services"). Any Services provided to Customer by Provider shall be governed by the terms and conditions set forth herein.

The General Terms and Conditions set forth herein may be altered or modified at any time at the sole discretion of Advantage Voice and such alterations or modifications shall, unless otherwise stated herein, be effective immediately upon being posted to the web site of Provider.

REPRESENTATIONS

Customer/End User represents and warrants to Provider that it has the full right and authority to enter into this Agreement and to perform its obligations hereunder. Customer acknowledges that Customer is of legal age to enter into this Agreement. Customer further represents and warrants that it will be financially responsible for the payment of all fees and expenses related to the provision of the Services hereunder. Customer represents that it will not use the Services in violation of any rules or policies promulgated by Provider from time to time with respect to the Services. Also, Customer represents that it will provide Provider any information Provider may require to comply with the law.

ACCEPTANCE OF TERMS AND CONDITIONS

By activating the Services or by payment of the first bill, Customer acknowledges receiving, reading and understanding this Agreement and accepts the terms and conditions herein.

NON-AVAILABILITY OF 911 EMERGENCY SERVICES

As further set forth below in paragraph 2, Provider's Services DO NOT support 911 or E911 emergency dialing or other emergency functions.

1. TERMS AND CONDITIONS.

The terms and conditions stated herein are in lieu of and replace any and all terms and conditions set forth in any other documents issued by Customer, including, without limitation, purchase orders and specifications. Any additional, different, or conflicting terms and conditions on any such document issued by Customer at any time are hereby objected to by Provider, and any such documents shall be wholly inapplicable to any sale made or service rendered hereunder and shall not be binding in any way on Provider. No waiver or amendment to this Agreement or these terms and conditions shall be binding on Provider, unless made in writing expressly stating that it is such a waiver or amendment and signed by a duly authorized representative of Provider.

2. 911 EMERGENCY SERVICES AND SERVICE REQUIREMENTS.

a. **911. CUSTOMER ACKNOWLEDGES THAT PROVIDER'S SERVICES DO NOT SUPPORT 911 OR E911 EMERGENCY DIALING OR OTHER EMERGENCY FUNCTIONS.** CUSTOMER AGREES TO NOTIFY ANY AND ALL OF ITS USERS OF THE SERVICES, WHO MAY PLACE CALLS USING CUSTOMER'S PHONE SERVICES, OF THE 911 LIMITATIONS. PROVIDER ADVISES CUSTOMER TO MAINTAIN AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES, SUCH AS TRADITIONAL TELEPHONE SERVICES OR CELLULAR PHONE SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT SHOULD ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 OR E911 SERVICES.

b. **Outages due to Electrical, Internet or other General Failures.** Customer acknowledges that the Services will not function in the absence of electrical power, access to the Internet or other general failures associated with the VoIP network. Customer acknowledges that the Services will not function if there is an interruption of Customer's broadband or high-speed Internet access service.

c. **Non-Voice Systems.** Customer acknowledges that the Services are not set up to function with out-dialing systems, including home security systems, medical monitoring equipment, satellite television systems, analog data systems, credit card machines and some facsimile systems. Customer has no claim against Provider for interruption or disruption of such systems either by the Services or as a result of the Services. Provider does not, under any circumstances, represent, guarantee or otherwise warrant any level of performance with respect to non-voice systems, including, but not limited to, incoming and outgoing facsimiles.

3. TERM.

The term of this Agreement ("Term") begins on the date that Customer purchases Services and continues monthly for the duration of the service period. At the end of the current Term, the Term is automatically renewed unless Customer provides Provider, prior to the end of the current Term, written notification of intention to terminate the service. Customer agrees to pay for Services for the duration of the Term. Expiration of the Term does not alleviate Customer of the responsibility for and obligation of paying all unpaid, accrued charges due hereunder.

4. LOSS OF SERVICE DUE TO POWER FAILURE.

Customer acknowledges and understands that the Services do not function in the event of power failure and/or Services outage. Should there be an interruption in the power supply, the Services will not function until power is restored. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the Services.

5. SERVICE DISTINCTIONS.

Customer acknowledges and understands that the Services are not traditional telephone services. Important distinctions exist between telephone service and the enhanced service offering provided by Provider. The Services are subject to different regulatory treatment than phone service. This treatment may limit or otherwise affect your rights of redress before Federal and State regulatory agencies.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION.

Customer acknowledges and understands that the liability of Provider is limited for any power/Services outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this Agreement. You agree to defend, indemnify, and hold harmless Provider, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection with the Services, from any and all claims, losses, damages, demands, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, you or any third party or user of your services relating to the absence, failure or outage of the Services, and/or your inability or any third person or party or user of your services inability to dial 911 or to access emergency service personnel.

7. EQUIPMENT.

To provide the Services, Provider may provide Equipment to Customer. All Equipment shipments are F.O.B. Provider's facility. Provider's liability for delivery shall cease, and

title (if applicable) and all risk of loss or damage shall pass to Customer upon delivery to carrier. Customer will be provided with manufacturer's warranty from the date of purchase of Equipment or Services. All Equipment is provided subject to the terms, conditions, licenses and warranties governing the Equipment of third party vendors. Provider makes no representation or warranty and assumes no liability with respect to the reliability, functionality or suitability of purpose of any third party vendor Equipment. Customer shall be required to obtain authorization from Provider to return any Equipment. Provider will replace Equipment only if the Equipment is deemed to be defective and is covered under the warranty. Provider will not cover replacement for lost, stolen, mistreated or modified Equipment. Equipment returned by Customer that is not covered under warranty may be refused by Provider, and Customer will be responsible to pay return shipping charges. If Customer's Equipment did not include a warranty from the third party vendor, Customer agrees that it accepts its Equipment "as is" and that Customer is not entitled to replacement or refund in the event of any defect.

8. BILLING, CHARGES AND PAYMENT.

a. PAYMENT. Upon purchase of the Services, Customer must provide Provider with a valid credit card number from an accepted issuer (American Express, Discover, MasterCard or Visa). Customer authorizes Provider to charge the credit card number provided by Customer for any and all charges arising from Customer's use of the Services and this Agreement. Customer agrees to notify Provider of any change to the credit card information including, but not limited to, changes in account number, expiration date or billing address. Provider shall not be responsible for any charges made by the credit card issuer to Customer's credit card account for exceeding credit limit, insufficient funds or any other reasons.

Restrictive endorsements or other similar statements on checks or other forms of payment accepted by Provider shall not apply.

Provider may, at its sole discretion, adjust the fees/prices in the fee schedule at any time, consistent with Section 10 of this Agreement.

b. CREDIT TERMS. All Services provided to Customer and covered by the Agreement shall at all times be subjected to credit approval or review by Provider. Customer will provide such credit information or assurance as is requested by Provider at any time. Provider, in its sole discretion and judgment, may discontinue credit at any time without notice.

c. BILLING. Each bill or invoice is due and payable upon receipt. Provider will send or make available to Customer a monthly on-line invoice for the Services and bill all charges invoiced to Customer's account to the Customer credit card.

Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees are paid in advance of each month's service; toll charges and any other applicable charges are billed at the end of each month's service. Provider reserves the right to charge the Customer credit card for toll charges at any time if Customer's cumulative toll charges for the current month exceed two hundred and fifty dollars (\$250.00). Billing for monthly service fees commences upon purchase of the Services, and the first month's bill will be issued and will be due and payable upon the commencement of service. The first month's monthly service fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated. Thereafter, billing for monthly phone services will occur in advance of the month the Services are provided, whereas billing for any toll or long-distance charges will occur in arrears.

d. LATE/NON-PAYMENT. Failure of Customer to remit payments for Services when due constitutes a breach of this Agreement and a default. If any charges for the Services are due but unpaid for any reason, including, but not limited to, non-payment or declined Customer credit card charges, Provider may suspend or terminate the Services and all accrued charges shall be immediately due. Provider may charge Customer interest (1.5% per month or the maximum legal rate, if less) on those charges and a late fee of 10% of the past-due balance or the maximum legal rate if less. If Customer fails to pay Provider within ten (10) days of the billing date, Provider has the right to disconnect the Services without notice and/or to send to collection and to exercise any other legal rights and remedies available. Upon disconnection, Customer agrees to immediately pay all amounts owed to Provider. Provider reserves the right to charge Customer a Re-establishment of Services fee, to be determined at the sole discretion of Provider, and a \$50 disconnect fee to disconnected accounts. Upon disconnection, a valid credit or debit card will be required to reinstate service. If payment is not made in full within thirty (30) days, Provider has the right to repossess the Customer unit(s) to offset monies owed without liability for damage or trespass and to exercise any other legal rights and remedies available.

e. TAXES. Prices for the Services do not include any applicable customs duties, sales, use, value added, excise, federal, state, local, public utility or other taxes. All such taxes shall be paid by Customer and will be added to any amounts otherwise charged to Customer, unless Customer provides Provider with an appropriate exemption certificate. Tax exemption will only apply from and after the date Provider receives the Tax Exempt Document. If any amounts paid for the Services are refunded by Provider, applicable taxes may not be refundable. At the present time, under the terms of Provider's VoIP phone service, federal excise taxes are applicable, as are sales taxes on any equipment, hardware or other purchases should Customer choose to purchase the same.

f. CREDITS. Customer acknowledges and agrees that the Services are provided "as is, where is." Credit allowances are under the sole discretion of Provider.

g. DISCOUNTS. From time to time in its sole discretion, Provider may offer promotions or discounts and the like. Any promotion or discount codes must be entered by Customer upon purchase of the Services. Customer shall not be entitled to a subsequent credit for such promotions or discounts if not requested at the time of account creation or change of service.

h. BILLING DISPUTES. Customer must dispute any charges for the Services within seven (7) days of receipt of the monthly invoice or statement or Customer waives any objection. In the event of a dispute, Customer shall not withhold payment of the undisputed portion of the invoice or statement under any circumstances. Following the resolution of any dispute by Provider, (i) any disputed amounts resolved in favor of Customer shall be credited on the next invoice or statement and (ii) any amounts resolved in favor of Provider shall be paid within three (3) days of such resolution. Failure by Customer to remit payment of any amounts consistent with the terms and conditions of this Section shall constitute a material breach and a default.

Billing disputes should be notified to the following address:

Advantage Voice LLC
Suite 222
1612 Westgate Circle
Brentwood, Tennessee 37027

or

info@advantagevoice.net

9. ORDERS, TERMS OF PURCHASE ORDERS.

All orders for Services shall be placed by Customer in accordance with Providers' service order requirements, as established from time to time. The service order shall provide all relevant information, including, without limitation, the Services ordered, shipping information, if applicable, the Customer contact person and the address, telephone number, and email address for the Customer.

Any terms and conditions of a purchase order that conflict or are inconsistent with, or add to or alter the terms and conditions of this Agreement shall be null and void, and are hereby objected, unless Provider expressly agrees otherwise in writing. Neither Provider's commencement of performance nor its delivery of any Services that are the subject of any such purchase order shall be deemed or construed to constitute acceptance of any additional or inconsistent terms or conditions contained in any such purchase order.

10. SERVICES AND PRICING.

Provider reserves the right to change its pricing and Services, including any and all service plans, at any time and in its sole discretion. In the event pricing or Services change, Provider will use its best efforts to communicate said changes to Customer with advance notice; provided, however, Provider will provide Customer with no less than twenty (20) days notice of any local or domestic long distance pricing changes and with no less than twelve (12) hours notice of any international pricing changes. Notwithstanding the foregoing, in the event that any Services changes result in modified or new services being substituted for then existing services, and the same results in a price increase, Provider will provide Customer with no less than twenty (20) days notice of any such local or domestic long distance changes and with no less than twelve (12) hours notice of any international changes. Provider may decrease prices for any Services without providing any prior notice to Customer.

11. SERVICE AVAILABILITY.

Provider does not warrant to Customer the continued availability of any of the Services, and Customer hereby expressly releases Provider from liability for any loss or damage to Customer arising out of or by virtue of the failure of Provider to accept or fill any orders due to particular shortages or general Services availability. Provider will endeavor to make the Services available in the quantities and at the times specified by Customer in its purchase orders, but reserves the right to defer Services delivery dates, as it may deem necessary in the exercise of its business judgment. Furthermore, Provider reserves the right from time to time, in its sole discretion, without thereby incurring any liability to Customer with respect to any purchase order placed by Customer, or otherwise, to discontinue or to limit its production of any Services, to alter the design of any Provider Services or to add new and additional Services to its lines of business. In such cases, Provider will use its best efforts to provide no less than twenty (20) days notice to Customer of any said changes, except as concerning international Services.

12. TOLLS.

If applicable, every call to or from Equipment using the Services that originates or terminates in the Public Switched Telephone Network ("PSTN") is subject to the then-applicable toll charges that are associated with the Plan. Every call to or from Equipment using the Services that originates or terminates with a SIP service provider that is not affiliated or associated with Provider will also count as PSTN minutes and be subject to

the then-applicable toll charges that are associated with the Plan. As applicable, domestic long distance calls are billed in six (6) second increments. As applicable, calls to a phone number outside the United States and Canada to a non-Provider account will be charged at the current rates published on the Provider related website. The duration of each call from the United States to an international destination is to be calculated in six (6) second increments after a thirty (30) second minimum. As applicable, calls to Mexico are rounded to the minute.

13. TELEPHONE NUMBER.

Telephone numbers provided by Provider ("Number") to the Customer shall be leased and not sold. Customer is not to use the Number with any other device other than the Equipment without the express written permission of Provider. Provider reserves the right to change, cancel or move the Number at its sole discretion. If, however, the Customer chooses to 'port' their existing phone number into the Provider VoIP service, the Customer shall also be able to 'port' the number out of the Provider network upon termination of service if the Customer has maintained an account in good standing with Provider.

14. LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT.

Customer shall not modify the Equipment in any way without the express written permission of Provider. Customer shall not use the Equipment except with the Services provided hereunder. Except as otherwise provided for hereunder, Customer is responsible for all lost, stolen or broken Equipment and may be required to purchase a replacement to continue service. Replacement charges will be based on the fair retail price of Equipment, plus applicable shipping costs and taxes. Customer shall immediately notify Provider of any lost or stolen Equipment and shall cooperate with Provider in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At Provider's sole option, failure to report lost or stolen Equipment in a timely manner will cause Customer to be responsible for all service fees accrued until the time that Provider is informed of the loss or theft and can effect a termination of the Services.

15. PROHIBITED USES.

Any use of the Services or any other action that causes a disruption in the network integrity of Provider or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services. Customer understands that neither Provider nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. Customer agrees that it will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. Customer agrees and represents that it is purchasing the Services for its own internal use only, and shall not resell, transfer or

make a charge for the Services without the advance express written permission of Provider. Use of Services shall not include certain activities including, but not limited to, any autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with residential or small business usage, unless specifically agreed to otherwise in writing by Provider and Customer.

Provider reserves the right to terminate Customer's Services immediately and without advance notice if Provider, in its sole discretion, has reason to believe that Customer has violated the above restrictions, leaving Customer responsible for the full month's charges, including, without limitation, unbilled charges, plus a disconnect fee, and any and all outstanding amounts owing, all of which immediately become due and payable. Customer is liable for any and all use of the Services by any person making use of the Services provided to Customer and agrees to indemnify and hold harmless Provider against any and all liability for any such use that fails to comply with this Section.

16. DISCLOSURE RIGHTS.

Provider reserves the right to report any information or activity that it suspects violates any applicable law to appropriate law enforcement officials, regulators, or other appropriate third parties and assumes no responsibility or obligation in connection therewith.

17. ASSIGNMENT.

Customer may not assign this Agreement without the express written consent of Provider, which consent shall not be unreasonably withheld.

18. USAGE PLANS.

Provider reserves the right to review usage under any plans to ensure that there is no Customer abuse of such plans. Customer agrees to use any plans for normal voice calls and will not employ methods or devices to take advantage of any plans by using service excessively or for means not intended by Provider. Provider may terminate service immediately if, in its sole discretion, Customer is abusively using any plan. Customer should also review Section 15 of this Agreement as well.

19. TERMINATION.

Customer agrees to provide Provider with thirty (30) days written notice of termination. Customer shall be responsible for the full monthly service fee for the month during which the notice of termination of Services is provided to Provider. In accordance with Section

8 of this Agreement, a disconnection fee may apply. Provider reserves the right, at its sole discretion and without recourse, to suspend, terminate or change the Services without advanced notice for any reason, including, without limitation, misuse of the Services in any way, Customer's breach of this Agreement, Customer's failure to pay any sum due hereunder, suspected fraud or other activity by Customer that adversely affects the Services, Provider, Provider's network or other Customers' use of the Services. Provider reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and Customer agrees that Provider's determination is final and binding on Customer. Provider may require an activation fee to change or resume a terminated or suspended account.

This Agreement may be terminated (i) by the mutual written consent of the parties, (ii) by Provider if the Customer becomes the subject of a bankruptcy proceeding that is not dismissed or vacated within thirty (30) days of the filing thereof; (iii) by Provider if Customer fails to materially perform or observe any material term or obligation (other than making payment) hereunder and such failure remains uncorrected after the non-defaulting party's written notice thereof and (iv) by Provider (a) if a court or governmental authority prohibits Provider from furnishing the Services to Customer; (b) if Customer fails to make payment hereunder; or (c) if Customer has misrepresented any material information submitted in connection with this Agreement (other than subsections (i) and (iv)(a) a "Default"). If this Agreement is terminated due to Customer's Default, Customer shall remain liable for all payment obligations hereunder (including any unpaid fees for the remainder of the month and a disconnect fee) and, in the event of a Default under subsection (iv)(b), agrees to pay Provider's reasonable expenses (including attorneys' fees, collection agency fees, and court costs) incurred in enforcing Provider's rights. Upon any termination, Customer shall remain liable for all fees and expenses incurred prior to such termination.

20. PRIVACY.

Provider utilizes the public Internet and third party networks to provide voice and video communication services. Accordingly, Provider cannot guarantee the security of voice and video communications of Customer. Provider is committed to respecting Customer's privacy. Once Customer chooses to provide personally identifiable information, it will only be used in the context of the Customer's relationship with Provider. Provider will not sell, rent, or lease Customers' personally identifiable information to others. Unless required by law or subpoena or if Customer's prior permission is obtained, Provider will only share the personal data of Customer with business partners that are acting on Provider's behalf to complete the activities described herein. Such Provider entities and/or national or international business partners are governed by Provider's privacy policies with respect to the use of this data. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, Provider may disclose personally identifiable information.

21. TECHNICAL SUPPORT.

Provider will make available technical support to Customers via telephone and e-mail for the Services provided. Support for other applications and uses is not provided or implied unless agreed to in writing by Provider and Customer.

22. BREACH.

In the event of Customer's breach of the terms of the Agreement, including, without limitation, failure to pay any sum due hereunder, Customer shall reimburse Provider for all attorney, court, collection and other costs and expenses incurred by Provider in the enforcement of Provider's rights hereunder and Provider may keep any deposits or other payments made by Customer. Moreover, Provider shall be entitled to reasonable attorneys' fees and related expenses and costs in the event suit is brought or an attorney is retained to enforce any of the terms and conditions contained herein.

23. INDEMNIFICATION.

Customer agrees to defend, indemnify and hold Provider, its officers, directors, employees, affiliates, and its vendors harmless from any and all losses, claims, demands, expenses or damages, including reasonable attorneys' fees and expenses, of whatever nature relating to the Services and/or this Agreement.

Customer agrees to defend, indemnify, and hold harmless Provider, its officers, directors, employees, affiliates and agents and its vendors in connection with this Agreement or the Services, from any and all claims, losses, damages, demands, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) by reason of damages to property or personal injuries, including death, as a result of negligence or an intentional or grossly negligent act or omission by Provider, its officers, directors, employees, affiliates and agents and its vendors in connection with the Services and this Agreement.

Customer further agrees to indemnify, hold harmless and defend Provider and its directors, officers, its employees, agents and vendors from and against all claims, demands, damages, defense costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of claims, including, without limitation, claims regarding provision of Services, interruption or degradation of Services, as such claims are set forth in Section 25 herein.

Provider and its officers, directors, employees, affiliates, and vendors shall be indemnified, defended and held harmless by Customer against any claim, loss or damage arising from Customers' use of the Services provided under this Agreement pertaining to

claims for libel, slander or invasion of privacy arising from the content of Customer's own communications.

24. DISCLAIMER OF CONSEQUENTIAL DAMAGES.

In no event shall Provider, its officers, directors, employees, affiliates, and or its vendors be liable for any special, incidental, indirect, punitive or consequential damages or for any damages, including, but not limited to, loss of data, loss of revenue or profits, arising out of or in connection with the use or inability to use the Services provided hereunder whether due to a breach of contract, breach of warranty, the negligence of Provider or its vendors or any and all other theories of liability.

25. LIMITATION OF LIABILITY.

Provider's liability for any failure or mistake shall in no event exceed the amount that Provider has collected from Customer for Services provided within the affected time period or during the six (6) months immediately preceding the resolution of any claim, whichever is less. Provider shall not be liable for any delay or failure to provide the Services at any time or from time to time, or any interruption or degradation of the Services, including facsimile services, or voice quality that is caused by any of the following:

- 1) act or omission of Customer, or anyone acting on behalf of Customer, an underlying carrier, service provider, vendor or other third party;
- 2) equipment, network or facility failure;
- 3) technical infeasibility and/or technological limitations;
- 4) equipment, network or facility upgrade or modification;
- 5) force majeure events such as, but not limited to, acts of God; strikes; fire; war; riot; government actions;
- 6) equipment, network or facility shortage;
- 7) equipment or facility relocation;
- 8) Services, equipment, network or facility failure caused by the loss of power to Customer; or
- 9) any other cause that is beyond Provider's control, including, without limitation, the failure of an incoming or outgoing communication, the inability of communications to be connected or completed, technological shortcomings, or the degradation of voice quality.

26. WARRANTY AND LIABILITY LIMITATIONS.

PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE WITHOUT SERVICE FAILURE,

DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER PROVIDER NOR ITS VENDORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO PROVIDER'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISE EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF PROVIDER'S OR ITS VENDORS' NEGLIGENCE. ANY CLAIM AGAINST PROVIDER MUST BE MADE WITHIN NINETY (90) DAYS OF THE EVENT OF THE CLAIM AND PROVIDER HAS NO LIABILITY THEREAFTER. PROVIDER'S LIABILITY IS LIMITED TO REPAIR, REPLACEMENT, CREDIT OR REFUND. PROVIDER MAY ELECT TO PROVIDE A REFUND IN LIEU OF CREDIT, REPLACEMENT OR REPAIR. ALL WARRANTIES COVER ONLY DEFECTS ARISING UNDER NORMAL USE AND DO NOT INCLUDE MALFUNCTIONS OR FAILURES RESULTING FROM MISUSE, ABUSE, NEGLECT, ALTERATION, MODIFICATION, IMPROPER INSTALLATION, OR REPAIRS BY ANYONE OTHER THAN PROVIDER. IN NO EVENT SHALL PROVIDER'S TOTAL LIABILITY HEREUNDER EXCEED THE AMOUNTS PAID BY THE CUSTOMER TO PROVIDER WITHIN THE AFFECTED TIME PERIOD OR DURING THE PRIOR SIX (6) MONTHS FROM THE DATE OF CLAIM, WHICHEVER IS LESS. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICES, PRODUCTS OR EQUIPMENT, IF ANY, BY PROVIDER OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

27. LIMITATION OF LIABILITY.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, PROVIDER, ITS MEMBERS, OFFICERS, AGENTS, EMPLOYEES, OR ANY PERSON OR ENTITY ASSISTING PROVIDER OR ITS SUBSIDIARIES OR AFFILIATES ("REPRESENTATIVES") SHALL NOT BE LIABLE TO CUSTOMER OR ANY OTHER THIRD PARTY UNDER ANY CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY TYPE OF INDIRECT, CONSEQUENTIAL, RELIANCE, INCIDENTAL, ACTUAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUES, LOST OPPORTUNITIES, OR ROYALTIES, DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER OR NOT PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE FORESEEABLE. IN NO EVENT WILL PROVIDER OR ITS REPRESENTATIVES BE LIABLE TO CUSTOMER FOR ANY AMOUNT IN EXCESS OF WHAT PROVIDER HAS COLLECTED FROM CUSTOMER WITHIN THE AFFECTED TIME PERIOD OR DURING THE SIX MONTHS IMMEDIATELY PRECEDING THE RESOLUTION OF

ANY CLAIM, WHICHEVER IS LESS. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVES CUSTOMER OF AN ADEQUATE REMEDY HEREUNDER. CUSTOMER ASSUMES RESPONSIBILITY AND RISK FOR CUSTOMER'S USE AND USERS' USE OF THE SERVICES.

28. EXPORT COMPLIANCE.

Customer agrees to comply with U. S. Export laws concerning the transmission of technical data and other regulated materials via the Services. Customer agrees to comply with applicable local, state and federal regulations governing the locality in which the Services are used.

29. PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE.

Upon expiration, cancellation or termination of the Services, Customer shall relinquish and discontinue use of any Numbers, voice mail access numbers and/or web portals assigned to Customer by Provider or its vendors.

30. SOFTWARE COPYRIGHT.

Any software used by Provider in connection with the Services and any software provided to Customer in conjunction with providing the Services are protected by copyright law and international treaty provisions. Customer may not copy the software or any portion of it.

31. ACCESS TO SUBSCRIBER'S PREMISES.

Customer agrees to permit Provider, or its agents, the right, at reasonable times, to enter upon Customer's property/premises for purposes of installing, maintaining, upgrading, replacing, repairing, and removing any equipment or appurtenances thereto related to the Services and for monitoring the Services.

32. NO THIRD PARTY BENEFICIARIES.

No provision of this Agreement provides any person or entity not a party hereto with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

33. BASIS OF THE BARGAIN.

Customer acknowledges and understands that Provider has set its prices and entered into this Agreement in reliance upon the limitations of liability, remedies and damages and the limitations of warranties set forth herein, and that all such limitations and exclusions form

an essential basis of the bargain between the parties. The parties agree that the limitations on remedies, limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply notwithstanding that they shall have caused this Agreement to have failed its essential purpose.

34. CONFIDENTIALITY.

If it becomes necessary at the discretion of Provider for Customer to receive and/or review confidential or commercially sensitive information, Customer agrees to execute any necessary confidentiality agreement acceptable to Provider.

35. INJUNCTIVE AND/OR EQUITABLE RELIEF.

It is agreed that Provider shall be entitled to injunctive relief, and any other appropriate equitable relief, to enforce its rights hereunder. Such remedies shall be cumulative and non-exclusive, being in addition to any and all other remedies which Provider may have. Customer hereby waives any requirement for securing or posting a bond in connection with Provider obtaining any injunctive or other equitable relief.

36. SURVIVAL.

Upon termination of the Services and this Agreement, the representations, rights, warranties and obligations set forth in this Agreement that would by their nature survive and continue shall survive and continue and shall bind the parties and their legal representatives, successors and assigns, including, but not limited to, the following : 2, 3, 6, 7, 8, 13, 14, 15, 16 , 17, 19, 20, 22, 23, 24, 25, 26, 27, 29, 32, 33, 35, 36, and 40 shall survive any termination of the Agreement. All fee, payment, expense and like obligations of Customer to Provider of whatever nature, arising under this Agreement, shall survive the termination of the Services and this Agreement.

37. NOTICES.

Provider communicates with its Customers primarily via email and its web site (<http://www.advantagevoice.net>). Various notices to Customer may be sent to the email address specified by Customer in writing at the time of registration for the Services or as subsequently specified in writing by Customer ("Email Address"). Customer is responsible for notifying Provider of any Email Address changes. Unless otherwise stated herein, Customer agrees that sending a message to the Email Address is an acceptable method of providing notification. In addition to the web site referenced herein, email is used to communicate important information about the Services, billing, costs, pricing, changes to the Services and pricing and other information. The information is time-sensitive in nature. It is required that Customer read any email sent to the Email Address and frequent <http://www.advantagevoice.net> in a timely manner in order to avoid any potential interruption in the Services provided hereunder and/or other consequences.

38. CHANGES TO THESE TERMS AND CONDITIONS AND NOTICES.

Provider may change the terms and conditions contained in this Agreement from time to time. Notwithstanding Section 37, notices regarding the terms and conditions contained in this Agreement, as modified from time to time, will be considered given and effective on the date posted to <http://www.advantagevoice.net>, and no further notice by Provider is required. The General Terms and Conditions posted supersede all previously agreed to electronic and written terms and conditions.

Notices regarding the terms and conditions contained in this Agreement, as modified from time to time, will be available through the website of Advantage Voice LLC (currently located at <http://www.advantagevoice.net>).

39. FORCE MAJEURE (EVENTS BEYOND OUR CONTROL).

Provider shall not be liable for any delay in or failure of performance directly or indirectly caused by circumstances beyond Provider's reasonable control or resulting from acts of God, fire, explosion, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of Provider that may occur in spite of Provider's best efforts.

40. GOVERNING LAW / RESOLUTION OF DISPUTES.

a. Mandatory Arbitration.

Any dispute or claim between Customer and Provider arising out of or relating to the Services provided in connection with this Agreement or this Agreement shall be resolved in Nashville, Tennessee by arbitration before a single arbitrator in accordance with the Federal Arbitration Act (9 U.S.C. Section 1, et seq.). Unless the parties agree otherwise, any such dispute shall be before the American Arbitration Association and, to the extent not inconsistent with this Section, the rules of the American Arbitration Association. The parties agree that such arbitration will be in lieu of either party's rights to assert any claim, demand or suit in any court action, (provided that either party may elect either binding arbitration or a court action with respect to a breach by the other party of such party's proprietary rights, including without limitation any trade secret, copyright, or trademark). Any arbitration shall be binding and the arbitrator's order will be enforceable in any court of competent jurisdiction. At any time prior to the final arbitration hearing, Provider may require that the dispute be submitted to mediation. If the dispute is not resolved by mediation, then the arbitration proceeding shall continue to conclusion. Any arbitrator or mediator must have not less than five (5) years of experience serving as an arbitrator or mediator and shall have technical expertise and knowledge appropriate to the subject matter of the dispute. All administrative, mediation and arbitration fees and expenses will be

split equally between the parties, subject to any award by the arbitrator to the prevailing party.

The arbitrator's decision shall follow the plain meaning of the relevant documents. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. Customer acknowledges that this arbitration provision constitutes a waiver of any right to a jury trial.

Nothing in this Section shall preclude a party from seeking equitable relief, including without limitation, injunctive relief, from a breach of any provision under this Agreement. The provisions of this Section shall not be applicable for claims, suits, actions or proceedings alleging the infringement of intellectual property rights or breaches of confidentiality.

b. Governing Law.

This Agreement and the relationship between Customer and Provider shall be governed by the laws of the State of Tennessee without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with this Agreement, Customer and Provider agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Tennessee. The failure of Provider to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Services or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred, except as otherwise noted herein.

41. RULE OF CONSTRUCTION.

No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.

42. ENTIRE AGREEMENT.

These terms and conditions, which are posted on the web as set forth herein, coupled with the fee schedule provided separately in writing, constitute the entire Agreement regarding terms and conditions between Customer and Provider and govern your use of the Services, superseding any prior terms and conditions between Customer and Provider and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to these terms and conditions shall be binding upon Provider unless and until issued by Provider. This Agreement shall be binding upon the heirs, successors, and assigns of Provider and Customer.

Exhibit B



Dear Subscriber,

The Federal Communications Commission (FCC) requires all VoIP carriers to receive a positive written acknowledgement from their customers concerning emergency 911 limitations. THIS STEP IS BEING TAKEN FOR YOUR SAFETY.

In compliance with the FCC order, we are re-stating some of the primary limiting conditions of our service in this letter. When you began service, or shortly thereafter, we provided information instructing you that our services DO NOT support 911 or E911 emergency dialing or other emergency functions.

By accepting service with us, you previously acknowledged your understanding of these conditions:

- You will need to have an alternative means to access 911/E911 services, such as a cell phone or traditional landline phone.
- All non-voice communications equipment, including but not limited to, home security systems that make automatic phone calls, fax machines, modems and medical monitoring devices, are not currently compatible with the Service.
- The Service as a whole, does not function in the event of a power failure. Advantage Voice recommends the use of a battery backup device with surge protection. In the event of a power failure or disruption Customer may need to reset or reconfigure equipment.
- That service outages or interruptions by your broadband provider will prevent ALL Service. Even a brief interruption in your broadband internet connection may require Customer to reset or reconfigure equipment.

NOTICE

THE FCC HAS REQUIRED THAT WE HAVE THIS ACKNOWLEDGEMENT ON FILE IN OUR OFFICE BEFORE AUGUST 29, 2005 OR TERMINATE SERVICE TO ANY SUBSCRIBER WHO HAS NOT SIGNED AND RETURNED THIS TO US BY THAT DATE.

I HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS PREVIOUSLY PROVIDED TO ME, AND HEREBY ACKNOWLEDGE RECEIPT OF A COMPLETE COPY OF THE COMPANY TERMS AND CONDITIONS DELIVERED WITH THIS NOTICE. I AM AWARE THAT THESE SAME TERMS AND CONDITIONS ARE AVAILABLE ON THE COMPANY WEB PAGE AT WWW.ADVANTAGEVOICE.NET.

Print Customer Name _____ Signature _____

Title of Signer _____ Date _____
(business only)

If you do not understand the purpose of this letter or the limitations of 911, please call us as soon as possible at (615) 373-8811 to avoid interruption of your service.



Exhibit D

ATTENTION

The FCC requires that we distribute warning labels to all new and existing subscribers, warning that emergency 911 services are NOT supported over our VoIP network.

These labels must be affixed to each phone that is operating over the VoIP service, whether or not the phone was purchased from @dvantageVoice or from another source. You should place the label on either the handset or body of the phone so that it is prominently displayed.

Should the warning labels not properly adhere to the phone(s), or require replacement due to loss or deterioration, please inform @dvantageVoice immediately, and an additional supply of labels will be provided.

These labels are being provided for your safety, and the safety of others who may attempt to use the phone in an emergency.

You should provide and maintain either a cell phone or a traditional analog phone line for emergency use.